



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

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IN REPLY PLEASE

REFER TO FILE: **WR-4**

March 4, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2756

Dear Supervisors:

**MAIN SAN GABRIEL BASIN WATERMASTER
APPROVE AGREEMENT TO SPREAD SUPPLEMENTAL WATER
SUPERVISORIAL DISTRICTS 1 AND 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and instruct the Chairman to sign the enclosed revised agreement with the Main San Gabriel Basin Watermaster, which increases the flow rate of supplemental water that can be discharged into the San Gabriel River system for use in groundwater recharge.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

We are recommending that your Board approve and instruct the Chairman to sign the enclosed revised agreement with the Watermaster, which increases the flow rate of supplemental water that can be discharged into the San Gabriel River system for use in groundwater recharge.

Although Southern California imports a large quantity of water, groundwater still provides up to one-third of our water supply. Therefore, it is important that our groundwater basins are managed to insure that they remain a reliable source of water. In addition to storm runoff, supplemental water is also used for groundwater recharge to

increase the quantity of water stored within the groundwater basin for future use in our water supply. Supplemental water includes water imported to Southern California and also recycled water made available specifically for groundwater recharge.

We operate numerous groundwater recharge facilities whose primary function is to conserve storm runoff. The Watermaster is responsible for managing the Main San Gabriel Groundwater Basin. They determine the amount of supplemental water needed to replenish the basin. This supplemental water is made available to the District for discharge into our groundwater recharge facilities at times when no storm runoff is available.

The revised agreement, by increasing the flow rate of supplemental water, will provide greater flexibility in our facility operations and an increase in the quantity of supplemental water that can be recharged by the District.

Implementation of Strategic Plan Goals

These actions meet the County Strategic Plan Goal of Service Excellence by increasing the reliability of the local groundwater basin to better meet local water supply needs.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact to current County services or projects as a result of the revised agreement.

The Honorable Board of Supervisors
March 4, 2004
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CONCLUSION

We are enclosing three originals of this agreement. Please return two fully executed originals to Public Works and retain one original for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

GH:jac
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Enc.

cc: Chief Administrative Office
County Counsel (Frank Scott)

AGREEMENT

This Agreement made, entered into, and executed as of the _____ day of _____, 2004, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, hereinafter designated "DISTRICT," and the MAIN SAN GABRIEL BASIN WATERMASTER, hereinafter designated "WATERMASTER."

WITNESSETH:

WHEREAS, the water rights in the Main San Gabriel Basin were adjudicated and entered into the court records on the fourth day of January 1973 in an action entitled "Upper San Gabriel Valley Municipal Water District vs. City of Alhambra, etc., et.al." Case Number 924128 in the Superior Court of the State of California for the County of Los Angeles; and

WHEREAS, Agreement Number 24527 made, entered into, and executed as of the fourth day of February 1975, by and between the Los Angeles County Flood Control District and the Main San Gabriel Basin Watermaster is mutually amended and replaced with this agreement now entered into by both parties herein, and

WHEREAS, said judgment provides for the WATERMASTER to be nominated and appointed by the Court, to administer and enforce the provisions of the judgment and any subsequent instructions or orders of the court; and

WHEREAS, the WATERMASTER will determine annually the operating safe yield of the Main San Gabriel Basin and will develop an adequate and effective basin management program in accordance with the WATERMASTER operating criteria as provided for in the judgment; and

WHEREAS, the WATERMASTER shall have and may exercise the following express powers, and shall perform the following duties:

1. To purchase supplemental water into the Main San Gabriel Basin for replacement of production in excess of a Pumper's Share of Operating Safe Yield; Production in excess of a Diverter's right to Divert for Direct Use; or for cyclic storage purposes.
2. To enter into contracts for the performance of any administrative powers granted subject to approval of the Court.

1 3. To act jointly or cooperate with other agencies of the United States and the State of
2 California or any political subdivision, municipalities, or districts to the end that the
3 purpose of the physical solution be carried out.

4 4. To take all reasonable steps to assist and encourage appropriate regulatory agencies to
5 enforce reasonable water quality regulations affecting the Main San Gabriel Basin; and

6 WHEREAS, the DISTRICT is authorized, under provisions of Section 2 of the Los Angeles
7 County Flood Control Act, as amended, "...to provide for the control and conservation of the flood,
8 storm, and other waste waters of said District, and to conserve such for beneficial and useful
9 purposes by spreading, storing, retaining, or causing to percolate into the soil within said District, or
10 to save or conserve in any manner, all or any such water..."; and

11 WHEREAS, the DISTRICT, in accordance with the provisions of Section 17 of the Los
12 Angeles County Flood Control Act, as amended, may "cooperate with...other agencies...in the
13 conservation of water...imported from without the DISTRICT when such waters are furnished without
14 cost to the DISTRICT..."; and

15 WHEREAS, for the purpose of this Agreement, supplemental water is defined as nontributary
16 water imported from the State Water Project, the Colorado River, or recycled water delivered by
17 Responsible Municipal Water Districts into the Main San Gabriel Basin for groundwater recharge
18 purposes; and

19 WHEREAS, the DISTRICT and WATERMASTER propose to spread supplemental water
20 under and pursuant to this Agreement, with the quantity of said water being established by the
21 WATERMASTER; and

22 WHEREAS, supplemental water to be spread hereunder shall include those quantities provided
23 for by Cyclic Storage Agreements with WATERMASTER; and

24 WHEREAS, the DISTRICT owns and operates facilities within the Main San Gabriel Basin
25 boundaries, and supplemental water delivered to these facilities can be spread at locations where the
26 water will infiltrate into the groundwater basins administered by the WATERMASTER; and

27 WHEREAS, the DISTRICT spreads storm runoff and water collected from local rainfall in the
28 spreading areas and facilities that will be used to spread the supplemental water, and DISTRICT's

1 storm and locally collected water spreading is not to be diminished or curtailed in order to spread the
2 supplemental water; and

3 WHEREAS, after the DISTRICT has first given full consideration and priority to the spreading
4 of water originating from rainfall on the local watersheds, there may be unused capacity in DISTRICT
5 facilities from time to time; and

6 WHEREAS, the DISTRICT can make such unused capacity available for the spreading of
7 supplemental water; and

8 WHEREAS, the WATERMASTER can cause supplemental water to be delivered to
9 DISTRICT facilities without cost to the DISTRICT through and by means of existing and future
10 service and discharge connections extending from existing or future imported water delivery aqueducts
11 to delivery points located on the San Gabriel River and DISTRICT facilities; and

12 WHEREAS, the WATERMASTER and the DISTRICT both recognize that certain portions of
13 the San Gabriel River including the reach extending from service connection USG-3 to the Santa Fe
14 Flood Control Basin are used for the transportation and spreading of supplemental water and are not
15 under the direct control or ownership of either party; and

16 WHEREAS, the DISTRICT is able and willing to receive the delivered supplemental water
17 into DISTRICT facilities, and is able and willing to transport or cause to be transported the
18 supplemental water to the WATERMASTER via DISTRICT facilities and facilities available for such
19 use to spreading facilities and spreading areas, to percolate into the underground strata of the Main
20 San Gabriel Basin; and

21 NOW, THEREFORE, in consideration of mutual promises, agreements, and covenants of the
22 parties herein contained, said parties hereto agree as follows:

23 SECTION 1

24 The WATERMASTER, from time to time, will make supplemental water available, at no cost
25 to the DISTRICT, and in such volumes as the WATERMASTER shall determine. The DISTRICT
26 agrees to receive the supplemental water for transport to, and for spreading at DISTRICT facilities in
27 accordance with the following conditions:

- 1 A. The WATERMASTER, from time to time, will make requests to the DISTRICT for the
2 transport and spreading of specific volumes of supplemental water, the time frames such
3 volumes are desired to be spread, and a suggested location for spreading. The DISTRICT
4 will determine the actual facilities and spreading areas to be utilized, the allowable rates,
5 and the duration of such deliveries, based upon conditions existing from time to time,
6 including unused capacity available at and in DISTRICT spreading facilities; and
- 7 B. The WATERMASTER, in cooperation with the agency actually delivering the
8 supplemental water, will, at least seven days prior to any anticipated delivery, notify the
9 DISTRICT that a specific volume of supplemental water will be available for transport and
10 spreading and will give the DISTRICT at least 48 hours' notice of any anticipated change
11 in previously established rates of delivery; and
- 12 C. The DISTRICT may require changes in delivery rates when, in the DISTRICT's opinion,
13 continued transport and spreading (in whole or in part) cannot be carried out hereunder due
14 to operational and/or maintenance problems (including, but not limited to, trespassing,
15 insect infestations, scarification, weed abatement, and/or construction in or at DISTRICT
16 conveyance and spreading facilities). When it is reasonable to do so, the DISTRICT will
17 give the WATERMASTER and the agency actually delivering the supplemental water at
18 least 24 hours' notice of such changes; and
- 19 D. Before requiring any change in the allowable delivery rate, the DISTRICT will give the
20 WATERMASTER and the agency actually delivering the supplemental water as much
21 notice as possible, commensurate with knowledge of weather and other conditions, in order
22 that the flow rate of water caused to be delivered by the WATERMASTER may be
23 reasonably regulated. The DISTRICT will give first priority to the spreading of local
24 runoff, when water flow to DISTRICT spreading facilities consists of both local runoff and
25 supplemental water. Water inadvertently bypassing DISTRICT spreading facilities within
26 the Main San Gabriel Basin under any conditions (but not more than the total of
27 "supplemental water" at such time) will be considered to be "supplemental water." The
28 DISTRICT does not assume any obligation to the WATERMASTER for any water that is

delivered hereunder but not spread due to emergencies or conditions beyond the DISTRICT's control; and

E. The DISTRICT reserves the right to cease the spreading of supplemental water at any time, without prior notice to the WATERMASTER and the agency actually delivering the supplemental water, if, in the judgment of the DISTRICT, such action shall be warranted by, and in connection with any emergency condition. The DISTRICT will give the WATERMASTER and the agency actually delivering the supplemental water notice of any such cessation as soon as practicable; and

F. The WATERMASTER and the DISTRICT shall cooperate in the control of water delivery, transport, and spreading so that, to the extent practical, all water caused to be delivered by the WATERMASTER hereunder will be spread within and upon DISTRICT spreading facilities within the Main San Gabriel Basin; and

G. The DISTRICT will keep and maintain, and will furnish to the WATERMASTER at reasonable intervals, records of the quantities of water delivered by the DISTRICT to spreading facilities from all sources, together with an estimate of the quantities of supplemental water (if any) bypassing the spreading facilities.

SECTION 2

No rights for construction by water producers and/or the WATERMASTER, nor occupancy by water producers and/or the WATERMASTER of the DISTRICT's rights of way are a part of this Agreement and any and all such rights which may be desired shall be obtained by the water producers and/or the WATERMASTER from the DISTRICT by other documents.

SECTION 3

Nothing in this Agreement shall be construed as obligating the DISTRICT to spend funds for the construction of new facilities or for the operation and maintenance of existing facilities in conjunction with the transport or spreading of supplemental water.

SECTION 4

This Agreement shall not be effective until approved by the Court upon motion of the WATERMASTER in said action in Case Number 924128 and the County Board of Supervisors. Once

so approved, it shall continue in effect until terminated by either party upon the giving to the other a prior six months' written notice or under the following conditions, to wit:

- A. When due to the lawful requirements of the courts of the State of California or any other public agency, the performance by either party of the terms of this Agreement shall be prohibited; or
- B. When either party hereto is substantially in default under the terms of this Agreement (including, but not limited to, the performance of the indemnification and hold harmless provisions hereof).

SECTION 5

The several "Notices," if any, that may be required hereunder shall be given as follows:

- A. "Notices" under Section 1, shall be given by written notice, or telephone message:

- i. TO: Los Angeles County Department of Public Works
Water Resources Division
Attention: Engineer in Charge of Spreading Operations
Telephone: (626) 458-6303, -6308, -6177, -4357
Address: 900 S. Fremont Avenue
Alhambra, California 91803
- ii TO: Main San Gabriel Basin Watermaster
Telephone: (626) 815-1300
Address: 725 N. Azusa Avenue
Azusa, CA 91702

- B. Any and all other "Notices" required hereunder or otherwise given shall be given by mail as follows:

- i. TO: Los Angeles County Department of Public Works
Attention: Assistant Deputy Director
Water Resources Division
Address: 900 South Fremont Avenue
Alhambra, California 91803

1 ii. TO: Main San Gabriel Basin Watermaster

2 Attention: Executive Officer

3 Address: 725 N. Azusa Avenue

4 Azusa, California 91702

5 SECTION 6

6 The WATERMASTER agrees to indemnify, defend and save harmless the DISTRICT, its
7 agents, officers, and employees from and against any and all liability, expense, including defense costs
8 and legal fees and claims arising or resulting from: (1) high groundwater and/or groundwater quality
9 changes resulting from the spreading of any water caused to be delivered by the WATERMASTER to
10 the DISTRICT; (2) any and all damages, including, but not limited to, supplemental water caused to be
11 delivered by the WATERMASTER and occurring on property not under the ownership, control, or
12 operation of the DISTRICT; and (3) any negligent or wrongful act or omission by the
13 WATERMASTER, its officers, employees, or agents occurring in the performance of this Agreement.
14 Notwithstanding the foregoing, the WATERMASTER shall not be responsible to indemnify, defend,
15 and save harmless the DISTRICT and its agents, officers and employees from any liability caused by the
16 negligent or wrongful acts or omissions of the DISTRICT and its agents, officers and employees.

17 SECTION 7

18 Except where WATERMASTER has a specific obligation to indemnify and save harmless the
19 DISTRICT as set forth in Section 6, above, the DISTRICT agrees to indemnify, defend and save
20 harmless the WATERMASTER, its agents, officers, and employees from and against any and all
21 liability, expense, including defense costs and legal fees, and claims arising or resulting from: (1) the
22 spreading, or releasing of any water caused to be delivered by the WATERMASTER to the DISTRICT
23 by the DISTRICT in its channels or at or from its spreading facilities; and (2) any negligent or wrongful
24 act or omission by the DISTRICT, its officers, employees, or agents, occurring in the performance of
25 this Agreement.
26
27
28

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and
2 through their respective and duly authorized officers on the day and year above first written.
3

4 COUNTY OF LOS ANGELES
5 Acting on behalf of the Los Angeles
6 County Flood Control District
7

8 By _____
9 Chairman, Board of Supervisors

10 ATTEST:

11 VIOLET VARONA-LUKENS
12 Executive Officer of
13 the Board of Supervisors of
14 the County of Los Angeles

15 APPROVED AS TO FORM:
16 Lloyd W. Pellman
17 County Counsel

18 By _____
19 Deputy

20 By Frank E. Scott

21 MAIN SAN GABRIEL BASIN WATERMASTER

22 By Paul A. Carr
23 Chairman

24 By Ronald B. [Signature]
25 Secretary

26 APPROVED AS TO FORM:

27 By [Signature]
28 Attorney for Main San Gabriel Basin
Watermaster